

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

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In re:

Case No. 18-16248-BKC-MAM
Chapter 7

CHANCE & ANTHEM, LLC,

Debtor.

ROBERT C. FURR not individually but
as Chapter 7 Trustee of the estate of the
Debtor, Chance & Anthem, LLC,

Plaintiff,

v.

ADV. NO. 19-01298-MAM

JEFFREY M. SISKIND, individually and
d/b/a SISKIND LEGAL SERVICES,
TANYA SISKIND, individually and as Trustee of the,
SECOND SISKIND FAMILY TRUST,
FRANK ZOKAITES, individually,
CANNAMED PHARMACEUTICALS, LLC,
a Maryland Limited Liability Company,
OB Real Estate 1732, LLC, a
Florida Limited Liability Company,
SISKIND LEGAL SERVICES, LLC,
a Florida Limited Liability Company,
SOVEREIGN GAMING & ENTERTAINMENT, LLC,
a Florida Limited Liability Company
FLORIDA'S ASSOCIATION OF COMMUNITY
BANKS AND CREDIT UNIONS, INC. a Florida Corporation,
SYMPATICO EQUINE RESCUE, INC, a Florida Corporation,
WELLINGTON 3445, LP, a Florida Limited Partnership,
ZOKAITES PROPERTIES, LP, a Pennsylvania Limited Partnership,
and ROBERT GIBSON, individually.¹

Defendants.

EXPEDITED HEARING REQUESTED

Pursuant to Local Rule 9075-1, the Trustee respectfully requests that the Court consider the relief requested herein on an expedited basis for the reasons set forth herein and schedule a hearing in this matter at the Court's earliest opportunity.

¹ Pursuant to Fed. R. Civ. P. 20, as incorporated by Fed. R. Bankr. P. 7020, the Defendants are joined in this action because they are liable jointly, severally, or with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences, and questions of law and fact common to the Defendants will arise in the action.

**CHAPTER 7 TRUSTEE ROBERT C. FURR'S EXPEDITED MOTION
FOR PRELIMINARY INJUNCTION AND OTHER RELIEF**

Robert C. Furr (the “Trustee”), not individually but as Chapter 7 Trustee of the bankruptcy estate of the Debtor, Chance & Anthem, LLC (the “Debtor” or “C&A”), files this Motion for Preliminary Injunction and Other Relief against JEFFREY M. SISKIND, individually and doing business as SISKIND LEGAL SERVICES (“Siskind”), TANYA SISKIND, individually (T. Siskind) and as Trustee of the Second Siskind Family Trust (“Family Trust”), FRANK ZOKAITES (“Zokaite”)(Siskind, W. Siskind and Zokaite, are collectively referenced as the “Individual Defendants”), CANNAMED PHARMACEUTICALS, LLC, a Maryland Limited Liability Company (“Cannmed”), OB REAL ESTATE 1732, LLC, a Florida Limited Liability Company (“OB Real Estate”), SISKIND LEGAL SERVICES, LLC, a Florida Limited Liability Company (“Siskind Legal”), SOVEREIGN GAMING & ENTERTAINMENT, LLC, a Florida Limited Liability Company (“Sovereign”), FLORIDA'S ASSOCIATION OF COMMUNITY BANKS AND CREDIT UNIONS, INC. a Florida Corporation (“FLACC”), SYMPATICO EQUINE RESCUE, INC, a Florida Corporation (“Sympatico”) WELLINGTON 3445, LP, a Florida Limited Partnership (“Wellington”), and ZOKAITES PROPERTIES, LP, a Pennsylvania Limited Partnership (“Zokaite Properties”)(Family Trust, Cannmed, OB Real Estate, Siskind Legal, Sovereign, Wellington and Zokaite Properties are collectively referenced as the “Corporate Defendants”) and ROBERT GIBSON, individually (“Gibson”), pursuant to Section 105(a) of Title 11 of the United States Code (the “Bankruptcy Code”), Rule 7065 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Section 726.108(1)(c)(1) of the Florida Statutes, and Request for Judicial Notice pursuant to Rule 201(b) of the Federal Rules of Evidence (the “Motion”), and says:

INTRODUCTION

Jeffrey Siskind is an attorney licensed in multiple jurisdictions, including Florida since 1998. He is a bankruptcy practitioner who often represents clients before this Court. Siskind is the sole manager and member of the Debtor. The Trustee's investigation, to date, reveals that Siskind used the Debtor in concert with the Corporate Defendants in order to divert over \$3 million of investor/creditor and client funds and real estate for his benefit and the benefit of the other Individual Defendants. Siskind, acting in concert with the Individual Defendants, later concealed the value of these diverted assets through a series of real estate transactions involving the Corporate Defendants. During the course of most of these transactions, Defendant Siskind was a Chapter 11 debtor before this Court. *In re Siskind*, Case No. 13-13096-MAM². Defendant Siskind failed to properly disclose his interest in these transactions during his five (5) years as a debtor.

The Trustee's investigation, to date, reveals that Siskind transferred his clients' and investors' funds indiscriminately between entities that he controls and were not used for legitimate business purposes. For example, Siskind used investor monies to (i) transfer over \$800,000 to himself; (ii) make payments in excess of \$175,000 for his boats and airplanes; (iii) inexplicably transfer over \$160,000 into his IOTA Trust account; (iv) fund a series of cash withdrawals in excess of \$119,000; and (v) place millions of dollars of real estate purchased with investor funds in the hand of his associates and nominees.

² On February 11, 2013, Siskind filed a personal bankruptcy petition under Chapter 11 of the Bankruptcy Code. Notably, Siskind appeared as his own counsel and regularly appears as counsel on behalf of clients in the Bankruptcy Court. On June 11, 2018, Siskind's personal bankruptcy case was dismissed. The transactions at issue in this adversary proceeding occurred during the pendency of his bankruptcy case. During the course of Siskind's bankruptcy case, Siskind regularly filed operating reports and other papers that routinely failed to disclose his interests in the property and transactions identified in this adversary proceeding.

The Trustee requests expedited consideration for, among other reasons, the possibility that Defendants may be in the process of transferring and/or liquidating certain of the real estate at issue in the Adversary Complaint. Additionally, the Trustee believes Siskind may seek to dissipate assets subject of the Adversary Complaint upon receiving notice of the Trustee's claims.

FACTS SUPPORTING THE RELIEF REQUESTED

In his Adversary Complaint to Avoid and Recover Fraudulent Transfers, for Turnover, For an Accounting, Alter-Ego, Substantive Consolidation, Injunctive Relief and Other Relief (the “Adversary Complaint”) filed in conjunction with this Motion, the Trustee seeks to, among other things, seeks the (i) substantive consolidation of six entities owned or controlled by Siskind that have participated and are part and parcel of his scheme; (ii) the avoidance and recovery of over \$3 million in fraudulent transfers; and (iii) the recovery of real estate identified in the complaint as the “Talavera House” and the “Santa Barbara House.”

The Trustee's forensic accountants have undertaken an exhaustive examination of the Debtor's books and records as well as the bank account statements of the Corporate Defendants. A schedule annexed hereto as Exhibit A provides a detail of the indiscriminate flow of funds between the Debtor and the Corporate Defendants³. A schedule identifying the transfers is annexed hereto as Exhibit “A.” Specifically, the Adversary Complaint seeks relief concerning the following transactions (the “Fraudulent Transfers”):

³ At a hearing on this Motion, the Trustee will also introduce evidence of Siskind's use of his IOTA Trust account in connection with the Transfers at issue in this case.

1. ***The Sovereign Cash Out:*** Defendant Siskind deposited the funds obtained from Christopher George⁴ into his IOTA Trust account and quickly used them for his own personal benefit. Among other things, Siskind purported to structure a loan transaction to Defendant Sovereign in the amount of approximately \$1.9 million. The balance of the funds (\$70,000) was used to pay a relative's personal expenses. After transferring the funds to Defendant Sovereign, purportedly for bona fide investment purposes, Siskind proceeded to use those funds for his own personal benefit, including but not limited to (i) transferring \$1.15 million to FLACC, later used to purchase an office condominium (defined below as the "Office Space"); (ii) withdrawing \$100,000; (iii) acquiring an existing mortgage on the Talavera House (defined below); (iv) purchasing real estate at 114000 Torchwood Court in Wellington, Florida in the name of Beacon Acquisition & David Fiore; (v) transferring \$25,000 to Defendant Siskind Legal; (vi) transferring \$25,000 to Defendant Siskind; and (v) dissipating another \$373,379 through a series of other transfers, including to third parties (Ocean Reef Club, The Beach Club, Mar-A-Lago Club, Old Guard Club & Going Aire) for the benefit of Siskind and his father, William Siskind .

2. ***The Stone Cash Out:*** On or about August 9, 2015, based on Siskind's representations, Carl Stone and his associate David Fiore ("Stone") transferred \$800,000 to an attorneys' trust account maintained by Defendants Siskind and Siskind Legal for investment purposes in the improvements to real estate located at 3445 Santa Barbara Drive, Wellington, FL 33414 (the "Santa Barbara House"). Defendant Siskind purportedly was in the process of renovating the Santa Barbara House in order to later sell it for a profit. Defendants Siskind and Siskind Legal Services agreed that they would record proper instruments in order to protect Stone's interest in the Santa Barbara House. Defendants Siskind and Siskind Legal never

⁴ Mr. George, in turn, seeks to hold the Debtor liable for Siskind's conduct as an alter-ego or otherwise, as evidence by his proof of claim against the Debtor's bankruptcy estate. Mr. George, notably, received no apparent benefit from Siskind's use of these funds.

recorded a security interest in favor of Stone against the Santa Barbara House. Instead, Defendant Siskind used his law firm's bank accounts (Defendant Siskind Legal) to (i) transfer \$35,000 to FLACC and from those proceeds \$30,000 to himself; (ii) \$750,000 to FLACC of which \$725,000 were returned to the Debtor; (iii) the balance of the proceeds used to purchase the Santa Barbara House.

3. ***The Volkwein Cash Out:*** On or about November 17, 2014, based on Siskind's representations Fred Volkwein, either directly or through Sarenil Associates, LLC⁵, deposited \$1,157,623 into the Debtor. In this instance, Defendant Siskind deposited the funds in the Debtor's bank account and quickly proceeded to use the funds for his personal benefit by, among other things transferring (i) \$230,000 to FLACC of which \$188,000 was transferred to Siskind and \$15,000 was subsequently transferred to Defendant Siskind Legal; (ii) \$101,500 to himself through six separate transfers; (iii) \$100,000 to his IOTA Trust Account; (iv) \$58,000 to "Fenderhooks" in an apparent repayment to Volkwein; (v) \$45,000 to George Maler in satisfaction of another debt; (vi) \$43,500 to Crystal Title and Equity regarding "Fiore"; and (vii) \$26,000 to Defendant Sovereign.

4. ***The Mercedes Transfer:*** Richard Neff⁶ also loaned the Debtor money for use in the renovation of the Santa Barbara House. On October 6, 2015, Neff transferred \$500,000 to the Debtor. Similarly, Defendant Siskind failed to record a mortgage or perfect any other security protecting Neff's investment in the Santa Barbara House. Instead, Defendant Siskind transferred \$59,000 to purchase a Mercedes Benz for Defendant Tanya Siskind but purchased in

⁵ On August 7, 2018, the Sarenil Associates, LLC filed a proof of claim against the Debtor's bankruptcy estate in the amount of \$669,124 (Claim No. 3). Notably, Siskind used Volkwein's own funds to repay \$535,109 to Volkwein in consideration of his prior investment.

⁶ Mr. Neff, in turn, seeks to hold the Debtor liable for Siskind's conduct as evidence by his proof of claim against the Debtor's bankruptcy estate

the name of the Family Trust.

5. ***The Talavera Transfers:*** On or about December 2013, George instructed his attorney, Defendant Siskind, to use a portion of the \$2 million held by Defendant Siskind for the benefit of George to satisfy a mortgage encumbering the Talavera House. The mortgage was held by Michelle Watson in the principal amount of \$200,000.

The Legal Description of the Talavera House is:

TALAVERA PUD LT 29, according to the Plat thereof, as
recorded in Plat Book 105, Page 44, of the Public Records
of Palm Beach County, Florida

Parcel Control Number: 00-42-44-19-09-000-0290

Instead of satisfying the mortgage, however, Defendant Siskind obtained an assignment of the mortgage in favor of Defendant Sovereign. The assignment was prepared by Defendant Siskind. W. Siskind (his deceased father) appears to be the sole member of Defendant Sovereign and Defendant Siskind admits to being its control person. Defendant Sovereign is the Debtor's alter-ego.

On February 5, 2014, Defendant Siskind prepared and recorded a so-called "indemnity mortgage" against the Talavera House in the amount of \$300,000 in order to secure legal fees that he or Defendant Siskind Legal could potentially incur at a future date while providing legal services to George or Talavera Trust (the "Indemnity Mortgage"). Upon information and belief, no consideration was ever given to George by Defendants Siskind or Siskind Legal in exchange for the Indemnity Mortgage. On January 8, 2015, Defendant Siskind caused the Talavera Trust, through fraud and misrepresentation, to transfer the Talavera House to Defendant Sovereign through a deed-in-lieu of foreclosure. At Defendant Siskind's insistence, the Talavera Trust conveyed to Defendant Sovereign all right, title and interest in the Talavera House. The deed in

favor of Defendant Sovereign was prepared and recorded by Defendant Siskind.

On February 25, 2016, Defendant Sovereign gave a mortgage against the Talavera House in favor of Tatarow Family Partners, Ltd. (“Tatarow”) in the amount of \$300,000. Upon information and belief, the proceeds of the loan collateralized by the Talavera House were wholly misappropriated by Defendants Siskind for his own personal use and never provided any value to Defendant Sovereign (the “First Talavera Cash Out”). On July 19, 2016, Defendants Siskind and Siskind Legal sold the Indemnity Mortgage to George Maler and Jeri Maler for \$100,000 (the “Second Talavera Cash Out”). The proceeds of the First Talavera Cash Out were transferred to Defendants Siskind and Siskind Legal for their own benefit and never provided any value to the Debtor or its alter-ego Defendant Sovereign.

Subsequently, Tatarow initiated a foreclosure proceeding against the Talavera House in a case captioned *Tatarow Family Partners LTD v. Sovereign Gaming & Entertainment, LLC, etc.*, Case No. 50-2016-CA-012892-XXXX-MB, pending in the Seventeenth Judicial Circuit of Florida (the “Talavera Foreclosure Case”). On March 5, 2018, Tatarow assigned its mortgage to Defendant Zokaite Properties, which was substituted as plaintiff in the Talavera Foreclosure Case (the “Tatarow Mortgage Transfer”). Defendant Siskind structured this transaction in order to fraudulently obtain ownership of the Talavera House below market value and without paying value to Defendant Sovereign, the Debtor’s alter-ego.

The Talavera Foreclosure case remains pending. The Talavera House is presently believed to be occupied by Defendant Siskind’s elderly mother Judy Siskind. Although it was titled in the name of Defendant Sovereign, the title to same has been transferred to Defendant’s Siskind former paralegal, Robert Gibson, through a series of quit claim deeds allegedly executed by Defendant Sovereign to the Maler’s and finally to Defendant Siskind’s former paralegal

Robert Gibson (the “Gibson Transfer”). It is believed that Mr. Gibson has further pledged a mortgage against the house in favor of the Maler’s and that Mr. Gibson is attempting to facilitate a repayment of the Maler’s debt and preserve the value of the Talavera House for the benefit of Mr. Siskind’s creditors.

6. ***The Santa Barbara Transfers:*** On August 25, 2015, the Debtor purchased the Santa Barbara House from JP Morgan Chase Co. for \$1,250,000. Upon information and belief, the Debtor used at least \$1 million in funds from Neff and Stone to fund the purchase of the Santa Barbara House. On November 13, 2015, Defendant Siskind encumbered the Santa Barbara House with a mortgage in favor of New Wave Loans Residential, LLC in the amount of \$812,500. The mortgage instrument was executed by Defendant Siskind as managing member of the Debtor. The Mortgage purported to secure a balloon loan in the amount of \$812,500 plus accumulated interest which matured in December 2018 (the “First Santa Barbara Cash Out”).

The funds obtained from the First Santa Barbara Cash Out were deposited in the Debtor and quickly thereafter used by Siskind to fund his own personal expenses, including (i) five payments to Siskind for \$107,500; (ii) a transfer of \$61,719.63 to K Title Company LLC fbo Jeffrey Siskind; (iii) two payments of \$145,950 to George Maler; (iv) two payments totaling \$117,000 for aircraft related expenses; (v) thirteen cash withdrawals totaling \$82,000; (vi) a payment of \$62,506 to Defendant Zokaite Properties for a “loan payoff;” (vii) two transfers totaling \$60,000 to Siskind’s IOTA trust accounts; and (viii) four transfers totaling \$30,000 to Defendant Sovereign.

On March 23, 2016, Defendant Siskind further encumbered the Santa Barbara House with a mortgage in favor of ABK South Properties, LLC in the amount of \$500,000. The mortgage instrument was executed by Defendant Siskind as managing member of the Debtor.

The Mortgage purported to secure a balloon loan in the amount of \$812,500 plus accumulated interest which matured on December 2018. Upon information and belief, the proceeds of this loan incurred by the Debtor were transferred to Defendant Siskind for his own personal use and were never of any value to the Debtor or its alter-egos (the “Second Santa Barbara Cash Out”).

The proceeds of the Second Santa Barbara Cash Out, to date identified as \$100,000 deposited in the Debtor’s bank account, were again quickly used by Siskind to fund his own personal expenses including (i) six transfers totaling \$48,625 to FLACC; (ii) a transfer of \$10,000 to Defendant Siskind Legal; and (iii) \$30,231 to fund a payment to Long Badger & Sheller purportedly in consideration of Cannamed’s rent expense.

On June 12, 2017, the Santa Barbara House was sold at a foreclosure sale to Defendant Wellington for \$1,000,100 (“Santa Barbara Foreclosure Transfer”).

The Santa Barbara House, in summary, was used by Defendant Siskind to (1) conceal the use of \$1 million he wrongfully obtained from Stone and Neff; (2) obtain over \$800,000 in additional cash from the equity in the house mortgaged by New Wave Lenders and ABK South Properties, LLC; and (3) transfer the value of the Santa Barbara House from the Debtor free and clear of all liens, claims and encumbrances to his nominee Defendant Zokaite through the use of Defendant Wellington in the Santa Barbara Foreclosure Transfer.

Notably, the Santa Barbara House is adjacent to Siskind’s personal residence located within the municipality of Wellington, Florida. It is believed that Defendant Siskind replatted the Santa Barbara House in order to add land to the home he owns with Tanya Siskind (the “Siskind Parcel Transfer”).

7. ***The Office Suite Transfers:*** The Office Suite, in summary, was used by Defendant Siskind to (1) conceal the use of \$1 million he wrongfully obtained from his client

Christopher George through Defendant Sovereign; (2) obtain over \$750,000 in additional cash from the Office Suite in mortgages provided by the Maler Lenders; (3) transfer the value of Office Suite from the Defendant OB Real Estate to Defendant Zokaite; and (4) consummate the Office Suite Sale in order to liquidate the remaining equity in the Office Suite without providing any value to Defendant Sovereign (an alter-ego of the Debtor) in exchange for its original \$1 million contribution for the Office Space Repurchase.

8. ***The Cross Creek Transfer:*** On October 12, 2017, the Debtor executed and Assignment of Mortgage from the Debtor to Zokaite Properties concerning the mortgage it owned on the Cross Creek Condominium (the “**Cross Creek Transfer**”). Upon information and belief, the Debtor did not receive any value for assignment of its mortgage to Defendant Zokaite Properties.

9. ***The Siskind Cash Transfers:*** Siskind withdrew over \$119,000 from the Debtor’s bank accounts in cash for his own personal benefit in the manner set forth at Exhibit “A” to the Complaint.

10. ***The Tanya Siskind Cash Transfers:*** Tanya Siskind was paid \$17,000 by the Debtor for which the Debtor received no value.

Debtor / Alter-Ego Transferor	Transferee / Defendant	Property Transferred
Sovereign	Siskind, FLACC Siskind Legal	Sovereign Cash Out
Chance	Siskind, Siskind Legal FLACC	Stone Cash Out
Chance	Siskind, Siskind Legal, Sovereign, FLACC	Volkwein Cash Out
Chance	Family Trust Tanya Siskind	Mercedes Transfer
Sovereign	Siskind	First Talavera Cash Out
Sovereign	Siskind	Second Talavera Cash Out
Sovereign	Zokaite Properties	Transfer of Tatarow

		Mortgage to Defendant Zokaite Properties
Sovereign	Gibson	Gibson Transfer
Chance	Siskind, Sovereign,	First Santa Barbara Cash Out
Chance	Siskind, Siskind Legal, FLACC	Second Santa Barbara Cash Out
Chance	Wellington Zokaite	Santa Barbara Foreclosure Transfer
OB Real Estate	Siskind, Siskind Legal, FLACC, Sovereign, Zokaite	Office Suite Transfers
OB Real Estate	Zokaite & Siskind	Office Suite Sale
Chance	Zokaite Properties	Cross Creek Transfer
Chance	Siskind	Siskind Cash Transfers
Chance	Tanya Siskind	Tanya Siskind Cash Transfers
Various	Sympatico	Sympatico Transfers

The Trustee also seeks injunctive relief to prevent the Defendants from dissipating and absconding with the Debtor's property or that of its alter-egos. In conjunction with the foregoing relief, the Trustee alternatively seeks the appointment of a monitor over the Debtor's alter-egos to oversee and/or manage its purported business operations, pending the conclusion of this proceeding.

For the reasons stated herein, the Trustee satisfies all of the necessary elements to obtain injunctive relief: (1) given the substantial, undisputed proof establishing the fraudulent nature of the Fraudulent Transfers, the Trustee has a substantial likelihood of the success on the merits; (2) because the Fraudulent Transfers are comprised of funds transferred to the Debtor's sole member and managing member or his nominees, the bankruptcy estate will suffer substantial harm if an injunction is not imposed because transfers and their proceeds are replacements to be further transferred and/or dissipated; (3) the harm, if any, to be suffered by the Defendants will be outweighed by the substantial harm that will befall the estate if an injunction is not imposed; and (4) the public interest will best be served if an injunction is imposed to protect, among other

things, the estate, creditors and other parties in interest to the recovery of funds that are the subject of the Fraudulent Transfers.

LEGAL ARGUMENT & CITATION TO AUTHORITY

I. Preliminary injunctive relief is necessary and appropriate in this case.

Bankruptcy Code Section 105(a) states that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” “It is well-established that the power to issue “any order” under § 105(a) includes the power to enter injunctions that are necessary to carry out the provisions of the Bankruptcy Code.” *Altman v. Davis & Dingle Family Dentistry (In re EZ Pay Services, Inc.)*, 389 B.R. 751, 756 (Bankr. M.D. Fla. 2007) (citations omitted). However, a party seeking injunctive relief under Bankruptcy Code Section 105(a) must still “satisfy the traditional nonbankruptcy requirements for such relief under Rule 65 of the Federal Rules of Civil Procedure.” *Id.* (Citations omitted).

“[A] bankruptcy court may grant an applicant’s request for a preliminary injunction if the requesting party indicates that: (1) there is a substantial likelihood that the movant will prevail on the merits; (2) the movant will suffer irreparable harm unless the injunction is granted; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; (4) the injunction, if granted, would not be adverse to public interest; and (5) there is no adequate remedy at law. *Kapila v. Clark (In re Trafford Distributing Center, Inc.)*, 414 B.R. 849, 856 (Bankr. S.D. Fla. 2009) (citations omitted). Florida law also provides broad remedies to creditors asserting fraudulent transfer claims against transferees. Pursuant to Fla. Stat. § 726.108 referenced as “Remedies of creditors” in regard to the avoidance of a fraudulent transfer, “*subject to applicable principles of equity and in accordance with applicable rules of civil procedure . . . [the court may issue] [a]n injunction against further disposition by the*

debtor or a transferee, or both, of the asset transferred or of other property” (emphasis added). *Friedman v. Heart Institute of Port St. Lucie, Inc.*, 863 So. 2d 189, 191-192 (Fla. 2003).

A. *There is a substantial likelihood that the Trustee will prevail on the merits of his fraudulent transfer claims.*

In the Adversary Complaint, the Trustee has asserted claims to avoid and to recover the fraudulent Transfers from the Debtor and its alter-egos to the Defendants pursuant to, among other provisions, Bankruptcy Code Sections 544, 548(a)(1)(A), and 550 and Sections 726.105(1)(a) and 726.108 of the Florida Statutes.⁷

Bankruptcy Code Section 548(a)(1)(A) states as follows:

The trustee may avoid any transfer (including any transfer to or for the benefit of an insider under an employment contract) of an interest of the debtor in property, or any obligation (including any obligation to or for the benefit of an insider under an employment contract) incurred by the debtor, that was made or incurred on or within 2 years before the date of the filing of the petition, if the debtor voluntarily or involuntarily—

(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted.

It cannot be disputed that the transfers to the Defendants constituted “interest[s] of the debtor in property” within the meaning of Bankruptcy Code Section 548(a)(1)(A), as they were transferred from accounts in the name of the Debtor, and were otherwise owned and controlled by the Debtor. Funds obtained by a debtor, even if obtained in furtherance of a fraudulent or deceptive enterprise, are property of the debtor for the purposes of the fraudulent transfer provisions. *Securities Investor Protection Corp. v. Old Naples Securities, Inc. (In re Old Naples*

⁷ The provisions of Section 726.105(1)(a) of the Florida Statutes are substantially similar to the provisions of Section 548(a)(1)(A) of the Bankruptcy Code. A non-exhaustive list of the so-called “badges of fraud” evincing actual intent are set forth at Section 726.105(2) of the Florida Statutes and the remedies available to creditors are set forth at Section 726.108 of the Florida Statutes.

Securities, Inc.), 343 B.R. 310, 319 (Bankr. M.D. Fla. 2006) (citations omitted). It also cannot be disputed that the Fraudulent Transfers were made within four years of the Petition Date.

Finally, it cannot be disputed that the Transfers were made to the Defendants with the actual intent to hinder, delay or defraud creditors. The Eleventh Circuit has recognized that direct proof of actual fraud is often very difficult to establish. *See, e.g., Dionne v. Keating (In re XYZ Options, Inc.)*, 154 F.3d 1262, 1271 (11th Cir. 1998). Recognizing that direct evidence of fraud does not always exist, courts also allow fraudulent intent to be proven through circumstantial evidence and the surrounding circumstances of the transactions, including the “badges of fraud.” *Id.* at 1271-72. These badges include:

- (1) The transfer was to an insider;
- (2) The debtor retained possession or control of the property transferred after the transfer;
- (3) The transfer was disclosed or concealed;
- (4) Before the transfer was made the debtor had been sued or threatened with suit;
- (5) The transfer was of substantially all of the debtor’s assets;
- (6) The debtor absconded;
- (7) The debtor removed or concealed assets;
- (8) The value of the consideration received by the debtor was not reasonably equivalent to the value of the asset transferred;
- (9) The debtor was insolvent or became insolvent shortly after the transfer was made;
- (10) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
- (11) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

Id.

In addition, the first indication that a debtor is experiencing financial difficulties is a delay in paying its normal creditors and vendors as their debts come due. A dishonest debtor, seeing financial trouble on the horizon as reflected in its inability to pay normal and ordinary debts as they come due, may begin to make fraudulent conveyances. Thus, a twelfth badge of fraud to be considered in determining the intent of a debtor is whether the debtor is paying its normal and ordinary debts as they come due when the alleged fraudulent conveyances occur. *In re Model Imperial, Inc.*, 250 B.R. 776 (Bankr. S.D. Fla. 2000) (Judge Hyman.).

The Eleventh Circuit found that when using the badges of fraud to determine the existence of actual fraudulent intent, courts should consider the totality of the circumstances. The court in *XYZ Options* stated that “[a]lthough the presence of one specific ‘badge’ will not be sufficient to establish fraudulent intent, the ‘confluence of several can constitute conclusive evidence of an actual intent to defraud.’” *XYZ Options*, 154 F.3d at 1271 n.17(citing *In re Sherman*, 67 F.3d 1348 (8th Cir. 1995)); see also *General Trading Inc. v. Yale Materials Handling Corp.*, 119 F.3d 1485, 1498 (11th Cir. 1997); *Harman v. First American Bank of Maryland (In re Jeffrey Bigelow Design Group, Inc.)*, 956 F.2d 479, 483-84 (4th Cir. 1992) (“While each fact does not have to demonstrate actual fraud, the facts taken together must lead to the conclusion that actual fraud existed”); *In re Young*, 235 B.R. 666, 669 (Bankr. M.D. Fla. 1999) (“While a single badge of fraud may create a suspicion but not the requisite fraud to set aside a conveyance, several considered together may afford a basis to infer fraud”).

According to the Fourth Circuit, a determination of actual fraudulent intent must include a “subjective evaluation of the debtor’s motive.” *Harman*, 956 F.2d at 484 (discussing also that “an objective determination has bearing on whether constructive fraudulent intent exists, but is not conclusive for actual fraudulent intent”); see also *Thompson v. Jonovich (In re Food & Fibre*

Protection, Ltd.), 168 B.R. 408, 418 (Bankr. D. Ariz. 1994) (stating that § 548(a)(1) sets out a subjective test for actual fraudulent intent).

In the instant case, several badges of fraud exist in connection with the Fraudulent Transfers: (i) Siskind was an insider of the Debtor and a control person of the alter-ego defendants; (ii) Siskind is an attorney that enjoyed a confidential relationship with many of his investors/clients that were defrauded; (iii) Siskind has abused the litigation process in order to hinder, delay or defraud the creditors of the Debtor and its alter-egos from obtaining relief; (iv) Siskind has transferred monies indiscriminately among the Corporate Defendants to fund his immediate cash needs; (v) the transactions at issue are not documented and do not bear any indicia of an arms-length dealing; and (vi) the Debtor and its alter-egos were insolvent at the time of transfers at issue or became insolvent as a result thereof; (vii) Siskind was misusing the Debtor and its alter-egos to engage in various fraudulent or deceptive schemes at the time of the transfers; (viii) the Debtor and its alter-egos were not paying debts as they became due, and (ix) the Debtor and its alter-egos were transferring funds to Siskind for the payment of personal expenses for which the Debtor and its alter-egos received no benefit.

Since the Debtor's transfers to the Defendants (made directly or through its alter-egos) constitute "interests of the debtor in property," were made within four years prior to the Petition Date, and were made with the actual intent to hinder, delay or defraud creditors, there is a substantial likelihood that the Trustee will prevail on the merits of his fraudulent transfer claims.

B. Defendants bear the burden of proving their defenses under Bankruptcy Code Section 548(c).

The Trustee has alleged that the Defendants knew that the transfers at issue were not largely used for legitimate business purposes. Instead, they appear to have been used, among other things, to repay investors, subsidize Siskind's lifestyle, and were withdrawn in cash by

Siskind for his own personal use. These facts preclude the availability of the “good faith” defense under Bankruptcy Code Section 548(c). Regardless, the Defendants would bear the burden of proving their defenses under Bankruptcy Code Section 548(c). *Bayou Superfund, LLC v. WAM Long/Short Fund II, L.P. (In re Bayou Group, LLC)*, 362 B.R. 624, 631 (Bankr. S.D.N.Y. 2007) and *Bayou Accredited Fund*, 396 B.R. at 843-44.

C. The Trustee would suffer irreparable harm unless the injunction is granted.

The Trustee is seeking to recover the transfers to the Defendants for the benefit of the bankruptcy estate. If the Defendants are permitted to disburse, dissipate, or deplete the transfers they received (or the proceeds, products or replacements thereof), the Bankruptcy Code’s fraudulent transfer provisions would be undermined and this Court ability to award appropriate relief to the bankruptcy estate would be lost.

The dissipation of the finite resources of an insolvent estate has been found to constitute irreparable injury. *In re Netia Holdings S.A.*, 278 B.R. 344, 352 (Bankr. S.D.N.Y. 2002) (citations omitted). Moreover, section 550(a) of the Bankruptcy Code permits the Trustee to recover the actual property transferred from the Debtor itself. *See In re Am. Way Serv. Corp.*, 229 B.R. 496, 531 (Bankr. S.D. Fla. 1999)(section 550(a) is purposefully flexible to allow a trustee to recover the property itself); *citing In re Blitstein*, 105 B.R. 133, 137 (Bankr. S.D. Fla. 1989). To the extent dissipation of the Fraudulent Transfers is not enjoined, the Trustee will suffer irreparable injury to the extent he is unable to fully avail himself of the remedies proscribed by the Bankruptcy Code and recover the property fraudulently transferred by the Debtor to the Defendants. The Trustee believes that Defendants may be in the process of transferring and/or liquidating certain of the real estate at issue in the Adversary Complaint.

Additionally, the Trustee believes Siskind may seek to dissipate assets subject of the Adversary Complaint upon receiving notice of the Trustee's claims.

D. The threatened injury to the Trustee outweighs whatever damage the proposed injunction may cause the Defendants.

The balance of the hardships favors the Trustee because if the preliminary injunction is granted, the funds would be available to the Defendants in the event they prevail and would be available to the bankruptcy estate in the event the Trustee prevails. On the other hand, if the preliminary injunction is not granted, there is a strong likelihood that the funds would be disbursed, dissipated or depleted thus undermining the provisions of the Bankruptcy Code and frustrating this Court's ability to award appropriate relief to the Debtor's bankruptcy estate.

E. The injunction would not be adverse to the public interest.

The issuance of a preliminary injunction will advance the strong public policy that the Trustee administer assets of the bankruptcy estate for the benefit of creditors and interested parties. *Menotte v. Willis (In re Willis)*, 411 B.R. 783, 787 (Bankr. S.D. Fla. 2009) (citations omitted).

F. There is no adequate remedy at law for the Trustee's equitable claims for imposition of a Constructive Trust and Equitable Lien.

In the Adversary Complaint, the Trustee asserted claims for imposition of a constructive trust and equitable lien against the Defendants. Courts have held that injunctive relief is particularly appropriate where, as here, a plaintiff seeks equitable relief such as a constructive trust in order to protect the Court's ability to provide such relief and do equity. See *United States ex rel. Rahman v. Oncology Assocs. P.C.*, 198 F.3d 489, 494-501 (4th Cir. 1999); *Quantum Corporate Funding, Ltd. v. Assist You Home Health Care Servs. Of Va., LLC*, 144 F. Supp. 2d 241, 250 n. 9 (S.D.N.Y. 2001); and *Trafalgar Power, Inc. v. Aetna Life Ins. Co.*, 131 F. Supp. 2d

341, 350 (N.D.N.Y. 2001). Accord, *Republic of Philippines*, 806 F.2d at 355 (preliminary injunction based on a claim for imposition of a constructive trust and equitable lien was warranted).

II. Courts in this District and other Districts have not hesitated to issue preliminary injunctions under similar circumstances.

On April 23, 2010, the Honorable Judge Raymond B. Ray issued the chapter 11 trustee a preliminary injunction in the adversary proceeding styled *Stettin v. Szafranski (In re Rothstein Rosenfeldt Adler, P.A.)*, Adv. Case No. 10-02607-BKC-RBR-A (Bankr. S.D. Fla. Apr. 23, 2010) [ECF No. 75] (“the Szafranski Adversary Proceeding” and the “Szafranski Injunction,” respectively). In the Szafranski Adversary Proceeding, the Trustee asserted claims to avoid and to recover \$32,796,263.98 in transfers from the Debtor to the Defendants as fraudulent and preferential transfers and for the entry of an order granting an equitable lien and constructive trust (as the Trustee does in the instant adversary proceeding). Finding that it was appropriate to “maintain the *status quo*, preserve this Court’s ability to award legal [and] equitable relief and provide for an enhanced distribution to the Debtor’s creditors,” this Court issued the Szafranski Injunction.

Similarly, the Honorable Judge Eric P. Kimball in *Furr v. Shamrock Jewelers, Inc. (In re Rollaguard Security, LLC)*, Adv. Case No. 15-01311-BKC-EPK-A (Bankr. S.D. Fla. June 30, 2015) [ECF Nos. 11, 39 at ¶3], granted a preliminary injunction maintaining the *status quo* over two entities and the products, proceeds and replacements of transfers made by the debtor, but specifically excluding those assets that defendants ultimately demonstrated to have been obtained from sources other than the transfers at issue in the litigation.

In *Janvey v. Alguire*, No. 10-10617, 2010 WL 5095506 (5th Cir. Dec. 15, 2010), the Fifth Circuit concluded that the district court properly issued a preliminary injunction in favor of a

receiver who had asserted fraudulent transfer claims against recipients of transfers from a company that had operated a Ponzi scheme. In so holding, the Court stated that the receiver demonstrated a substantial likelihood of success on the merits because evidence of intent to defraud creditors supported a finding of “substantial likelihood of success on the merits” under the Texas fraudulent transfer statute and transfers made from a Ponzi scheme were presumptively made with intent to defraud. *Id.* at * 7-8. (Citations omitted).

For similar reasons, the Court determined that the receiver demonstrated a substantial likelihood of success on the merits by submitting evidence of the company’s transfers to the defendant-transferee (regardless of whether the defendant had any knowledge that the transferor was operating a Ponzi scheme). *Id.* at 11. The Court also concluded that the receiver carried his burden of proving irreparable harm because the receiver was entitled to a presumption that the defendant-transferees would dissipate the transfers absent a preliminary injunction because the transfers were fraudulently transferred as part of a Ponzi scheme. *Id.* Finally, the Court determined that the receiver carried his burden of proving that he would be irreparably harmed if the injunction did not issue because “the district court would not be able to grant the effective remedy, either in equity or in law, that the [r]eceiver seeks” “[i]f the defendants were to dissipate or transfer these assets out of the jurisdiction.” *Id.* at 12.

Likewise, in *Rubin v. Pringle (In re Focus Media, Inc.)*, 387 F.3d 1077, 1085 (9th Cir. 2004), the Ninth Circuit concluded that temporary restraining orders and preliminary injunctions freezing assets may properly issue where an adversary proceeding alleges fraudulent conveyance or other equitable causes of action. Since the trustee had asserted causes of action for fraudulent conveyance and constructive trust and the preliminary injunction was tailored to the relief ultimately sought, the Court concluded that the bankruptcy court did not abuse its discretion in

issuing the preliminary injunction. *Id.*

Finally, in *Republic of Philippines v. Marcos*, 806 F.2d 344, 356 (2d Cir. 1986), *cert. denied*, 481 U.S. 1048 (1987), the Second Circuit stated that “preliminary injunctions are proper to prevent a defendant from making a judgment uncollectible . . . and [a] preliminary injunction is always appropriate to grant intermediate relief of the same character as that which may be granted finally.” (Citations omitted).

III. The Trustee is not required to post a bond to obtain issuance of preliminary injunction against the Defendants.

Bankruptcy Rule 7065 provides that Federal Rule 65 “applies in adversary proceedings, except that a . . . preliminary injunction may be issued on application of a . . . [trustee] . . . without compliance with [Federal] Rule 65(c).” Federal Rule 65(c) in turn conditions the issuance of a preliminary injunction upon the posting of adequate security. Accordingly, the Trustee is not required to post a bond to obtain issuance of a preliminary injunction against the Defendants.

IV. Expedited Discovery Concerning the Defendants’ transferees, assets, and liabilities is necessary, appropriate and in the best interests of the Debtor’s bankruptcy estate.

Federal Rules 30(a)(2)(A)(iii), 33(b)(2) and 34(b)(2)(A) (as incorporated into Bankruptcy Rules 7030, 7033, and 7034) allow a party to seek leave of court to conduct expedited discovery. For the foregoing reasons, the Trustee respectfully submits that expedited discovery of the nature, extent and whereabouts of the Defendants’ transferees, assets, and liabilities is necessary, appropriate and in the best interests of the Debtor’s bankruptcy estate in connection with the preliminary injunctive relief sought herein.

CONCLUSION

For the foregoing reasons, the Trustee respectfully requests that this Court issue a preliminary injunction following a hearing restraining and enjoining the Defendants, their third party counterparties or creditors, their attorneys, agents, employees, and all those who act in concert or participation with any of the foregoing from directly or indirectly disbursing, dissipating, disposing of, depleting, concealing, transferring, conveying, selling, assigning, pledging, hypothecating, and/or encumbering the transfers received from the Debtor or the proceeds, products or replacements thereof requiring actual notice to all of the Defendants' transferees of the pendency of the adversary proceeding and the preliminary injunction. In addition to and in conjunction with the foregoing, for any other relief the Court deems necessary or appropriate (including the appointment of a monitor or authorizing the Trustee to record an appropriate *lis pendens* pursuant to Fla. Stat. 48.23) to preserve the *status quo* pending an adjudication of the Adversary Complaint.

Respectfully submitted this 6th day of August, 2019.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th of August, 2019, a copy of the foregoing was served upon Jeffrey Siskind via e-mail and via First Class Mail to the following parties:

By: /s/ Jesus M. Suarez
Jesus M. Suarez, Esq.

SERVICE LIST

Notice will be served via U.S. Mail and/or E-mail upon:

Jeffrey M. Siskind, individually
3465 Santa Barbara Drive
Wellington, Florida 33414
Via e-mail at jeffsiskind@msn.com

Siskind Legal Services
c/o Jeffrey M. Siskind, Managing Member
3465 Santa Barbara Drive
Wellington, Florida 33414
Via e-mail at jeffsiskind@msn.com

Tanya Siskind, individually
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Wellington, Florida 33414
Via e-mail at tsiskind@wellingtonfl.gov

Second Siskind Family Trust
c/o Tanya Siskind, Trustee
3465 Santa Barbara Drive
Wellington, Florida 33414
Via e-mail at tsiskind@wellingtonfl.gov

Frank Zokaite
375 Golfside Drive
Wexford, PA 15090
Via e-mail at frank@zokaite.com

CannaMed Pharmaceuticals, LLC
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Via e-mail at jeffsiskind@msn.com

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27120 Ocean Gateway
Hebron, MD 21830

CannaMed Pharmaceuticals, LLC
c/o Angeline Nanni
111119 Willow Bottom Drive
Columbia, MD 21044

OB Real Estate Holdings 1732, LLC
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Via e-mail at frank@zokaite.com

Sovereign Gaming and Entertainment, LLC
c/o Jeffrey M. Siskind, on behalf of William Siskind, deceased
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EXHIBIT “A”
(Schedule Identifying Transfers)

Chance & Anthem, LLC**Summary of Receipts & Disbursements by Entity and Category**

Entity	Chance & Anthem	Florida Association of Community Banks	Siskind Legal Services	Sovereign Gaming	Sympatico Equine Rescue, Inc.	Total
Dates	11/7/14 - 6/13/18	1/28/13 - 7/16/18	5/18/17 - 7/24/18	12/2/13 - 10/6/17	2/7/13 - 8/14/18	

Reciepts

Client Related	\$ 4,000.00	\$ 6,373.29	\$ 15,595.00	\$ 300.00	\$ 1,608.00	\$ 27,876.29
Transfers between Siskind IOTA & Sovereign Gaming	-	-	-	2,147,100.00	-	2,147,100.00
Christopher George	-	-	-	-	-	-
Transfers between Chance & FLACC	771,149.00	1,091,084.95	-	-	-	1,862,233.95
Carl Stone	-	-	-	-	-	-
Deposit - Further Investigation	9,482.63	190,064.37	800.00	4,327.43	1,735.00	206,409.43
Transfers between Chance & Siskind IOTA	1,096,166.00	-	-	-	-	1,096,166.00
Transfers between FLACC & Sovereign Gaming	-	1,202,500.00	-	46,500.00	-	1,249,000.00
Volkwein	1,222,716.17	-	-	-	-	1,222,716.17
Maler	5,000.00	25,000.00	-	-	-	30,000.00
3445 Santa Barbara	739,445.74	-	-	-	-	739,445.74
Cash & Withdrawals	114,344.00	74,680.00	29,230.37	124,339.00	25,880.65	368,474.02
Transfers between FLACC & Siskind IOTA	-	592,500.00	-	-	-	592,500.00
Richard Neff	500,000.00	-	-	-	-	500,000.00
3485 Lago de Talavera	-	-	-	271,586.55	-	271,586.55
114000 Torchwood Ct	-	-	-	226,996.69	-	226,996.69
OB Real Estate	1,000.00	78,138.75	-	37,350.00	-	116,488.75
Jeffrey M. Siskind	11,950.00	62,138.75	2,325.00	42,750.00	1,708.45	120,872.20
Zokaite	28,682.79	-	50,756.18	-	-	79,438.97
Albarra & Reed	60,000.00	-	-	-	-	60,000.00
3 Genvc	-	-	-	-	-	-
In the Weeds	50,000.00	50,000.00	-	-	-	100,000.00
ABK South Properties	100,000.00	-	-	-	-	100,000.00
Wendy Buckingham - Insider	-	-	-	-	-	-
Michelle Watson	-	-	-	-	-	-
Transfers between Chance & Sovereign Gaming	-	-	-	61,581.00	-	61,581.00
CannaMed	25,000.00	-	-	-	-	25,000.00
Siskind DIP Account	20,880.00	14,573.93	-	-	12,449.00	47,902.93
Cash Deposit	-	-	-	-	-	-
Siskind Legal/ General DIP Account	29,350.30	-	-	-	11,498.05	40,848.35
Property Related	-	13,683.54	6,033.87	9,000.00	-	28,717.41
Fiore	-	-	-	-	-	-

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Entity	Chance & Anthem	Florida Association of Community Banks	Siskind Legal Services	Sovereign Gaming	Sympatico Equine Rescue, Inc.	Total
Dates	11/7/14 - 6/13/18	1/28/13 - 7/16/18	5/18/17 - 7/24/18	12/2/13 - 10/6/17	2/7/13 - 8/14/18	
Auto Purchase	26,500.00	-	-	-	-	26,500.00
Transfers between FLACC & Sympatico	-	8,850.00	-	-	15,933.31	24,783.31
William Siskind	565.00	-	500.00	266.40	-	1,331.40
Transfers between Siskind Legal & Sympatico	50.00	-	10,875.00	-	12,540.00	23,465.00
David Merrill	22,618.37	-	-	-	-	22,618.37
Transfers between Chance & Siskind Legal	10,500.00	-	7,750.00	-	-	18,250.00
Transfers between Chance & Sympatico	4,131.00	-	-	-	11,354.50	15,485.50
Deposit on Sale of Property	-	15,000.00	-	-	-	15,000.00
Ocean Reef Club	-	-	-	-	-	-
Sharp Energy	2,500.00	-	1,250.00	-	1,250.00	5,000.00
Receipts Under \$10,000	21,670.40	5,575.41	20,795.05	13,041.22	14,207.15	75,289.23
Total Receipts:	4,877,701.40	3,430,162.99	145,910.47	2,985,138.29	110,164.11	11,549,077.26
Disbursements						
Disbursement - Further Investigation	6,500.00	96,184.55	500.00	177,058.29	-	280,242.84
Transfers between Siskind IOTA & Sovereign Gaming	-	-	-	15,000.00	-	15,000.00
Transfers between Chance & FLACC	1,091,084.95	771,149.00	-	-	-	1,862,233.95
Client Related	41,250.00	1,725.37	19,296.18	5,572.96	-	67,844.51
Transfers between Chance & Siskind IOTA	166,500.00	-	-	-	-	166,500.00
Transfers between FLACC & Sovereign Gaming	-	46,500.00	-	1,202,500.00	-	1,249,000.00
3445 Santa Barbara	1,140,575.94	-	-	-	-	1,140,575.94
Jeffrey M. Siskind	228,626.63	597,490.98	7,320.00	1,250.00	2,050.00	836,737.61
Trump Office Suite	-	1,023,566.00	-	-	-	1,023,566.00
Cash & Withdrawals	119,769.43	36,882.98	35,750.50	79,298.72	500.00	272,201.63
Volkwein	625,109.92	-	-	60,000.00	-	685,109.92
Transfers between FLACC & Siskind IOTA	-	50,000.00	-	-	-	50,000.00
Fiore	43,500.00	90,880.00	-	165,162.65	-	299,542.65
Maler	209,300.00	13,554.43	1,300.00	100,666.66	-	324,821.09
Ocean Reef Club	13,233.88	53,890.85	-	56,287.16	-	123,411.89
Zokaite	72,506.00	35,000.00	1,022.79	20,000.00	-	128,528.79
Aircraft Related	117,091.00	6,127.73	985.00	122,128.66	-	246,332.39
114000 Torchwood Ct	-	-	-	215,620.44	-	215,620.44
OB Real Estate	38,125.00	30,091.97	-	15,200.00	-	83,416.97
Machining Technologies	17,383.00	-	-	186,915.00	-	204,298.00

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Michelle Watson	-	-	-	200,000.00	-	200,000.00
Transfers between FLACC & Siskind Legal	-	185,000.00	-	-	-	185,000.00
Property Related	111,928.07	5,210.44	18,724.93	34,892.57	42.29	170,798.30
Siskind DIP Account	28,955.50	129,685.00	-	-	5,582.50	164,223.00
Consumer Debit Card Purchase	14,707.12	37,222.74	5,135.46	28,193.01	70,150.25	155,408.58
Carl Stone	-	-	-	-	-	-
Maryland Office Rent/ Mortgage	103,377.71	-	-	-	-	103,377.71
Transfer to/ from 0175	-	-	-	109,376.70	-	109,376.70
Christopher George	-	-	-	5,670.00	-	5,670.00
Transfers between Chance & Siskind Legal	89,003.00	-	9,300.00	-	-	98,303.00
Transfers between Siskind IOTA & Siskind Legal	-	-	-	-	-	-
3485 Lago de Talavera	-	-	-	63,476.46	-	63,476.46
Office Related	7,973.14	15,537.51	4,985.12	6,025.05	426.32	34,947.14
Mar-A-Lago Club	-	48,104.45	-	21,804.80	-	69,909.25
27120 Gateway	53,715.56	-	-	1,150.00	-	54,865.56
Travel, entertainment	14,071.65	40,917.33	1,017.06	7,354.26	-	63,360.30
Transfers between Chance & Sovereign Gaming	60,581.00	-	-	1,000.00	-	61,581.00
Payroll/Employee Related	59,760.65	-	-	-	-	59,760.65
Mercedes Benz of Palm Beach	59,500.00	-	-	-	-	59,500.00
Fenderhooks - Marine Supplies	58,000.00	-	-	-	-	58,000.00
CannaMed	52,087.11	-	-	-	-	52,087.11
William Siskind	-	-	4,100.00	15,325.50	-	19,425.50
Maintenance, repairs, construction	26,374.07	13,891.57	1,800.50	8,675.78	-	50,741.92
New Wave Loan Payment	32,125.00	-	-	-	-	32,125.00
Commission	35,862.50	-	-	5,000.00	-	40,862.50
Tanya Siskind	17,000.00	1,000.00	7,200.00	4,000.00	1,000.00	30,200.00
Jeffrey George	-	-	-	-	-	-
Delaware Compassionate Care	-	-	-	2,500.00	-	2,500.00
Gas & auto	4,760.18	10,568.26	442.72	17,020.30	-	32,791.46
Transfers between Siskind Legal & Sympatico	-	-	13,115.00	-	14,395.00	27,510.00
Meals	8,207.98	11,118.58	1,503.22	5,819.86	-	26,649.64
Taxes	-	26,006.19	-	140.05	400.00	26,546.24
Auto Purchase	26,500.00	-	-	-	-	26,500.00
Transfers between FLACC & Sympatico	-	15,933.31	-	-	8,850.00	24,783.31

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Chance & Anthem, LLC**Summary of Receipts & Disbursements by Entity and Category**

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Loan to David Merrill	20,000.00	-	-	-	-	20,000.00
Ozment Merrill	-	20,000.00	-	-	-	20,000.00
Wendy Buckingham - Insider	16,200.00	-	943.66	-	-	17,143.66
Transfers between Chance & Sympatico	11,354.50	-	-	-	3,681.00	15,035.50
Deposit Refund	-	-	-	-	-	-
Utilities	3,710.03	250.64	987.76	7,309.40	-	12,257.83
NSF Fee	3,819.00	917.00	4,040.00	1,518.00	-	10,294.00
Office Rent/ Mortgage	1,965.00	-	-	-	-	1,965.00
Disbursements under \$10,000	25,606.88	15,762.36	7,766.90	16,994.62	3,086.75	69,217.51
Total Disbursements	\$ 4,877,701.40	\$ 3,430,169.24	\$ 147,236.80	\$ 2,985,906.90	\$ 110,164.11	\$ 11,551,178.45

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